Prepared by: Ronald C. Morton (MS Bar no. 9415) Morton Law Firm, PLLC 132 Fairmont St., Suite A Clinton, MS 39056 601.925.9797

and .

Return to: Ronald C. Morton (MS Bar no. 9415) Morton Law Firm, PLLC 132 Fairmont St., Suite A Clinton, MS 39056 601.925.9797

Indexing Instructions:

Lot 242, Area 12, Snowden Grove, S3, T2S, R7W, DeSoto County, Mississippi. PB 94 pgs 49-60 Lot 3, Mason Heights Subdivision, S29, T1S, R6W, DeSoto County, Mississippi. PB 24 pg 1 Lot 132, Section D, Deerchase Subdivision, S4, T2S, R7W, DeSoto County, Mississippi. PB 82 pg 27

CERTIFICATE OF TRUST FOR THE SMITHSON LIVING TRUST DATED AUGUST 9, 2012

Pursuant to Miss. Code Ann. section 91-9-7, this Certification of Trust is signed by all the currently acting Trustees of the Smithson Living Trust dated August 9, 2012, who declare as follows:

- 1. The Grantors are James A. Smithson, Sr. and Margie C. Smithson, 7456 Brooksberry Cove, Olive Branch, Mississippi 38654. The trust is revocable by the Grantors.
- The Trustees of the trust are James A. Smithson, Sr., and Margie C. Smithson, 7456 Brooksberry Cove, Olive Branch, Mississippi 38654.
- 3. The tax identification number of the trust is the Social Security Number of either James A. Smithson, Sr. or Margie C. Smithson
- 4. Title to assets held in the trust shall be titled as:

James A. Smithson, Sr. and Margie C. Smithson, Trustees of the Smithson Living Trust dated August 9, 2012, and any amendments thereto.

Certificate of Trust for the Smithson Living Trust Page 1

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- 5. Any alternative description shall be effective to title assets in the name of the trust or to designate the trust as a beneficiary if the description includes the name of at least one initial or successor trustee, any reference indicating that property is being held in a fiduciary capacity, and the date of the trust.
- 6. Excerpts from the trust agreement that establish the trust, designate the Trustee and set forth the powers of the Trustee will be provided upon request. The powers of the Trustees include the power to acquire, sell, assign, convey, pledge, encumber, lease, borrow, manage and deal with real and personal property interests.
- 7. The terms of the trust agreement provide that a third party may rely upon this Certificate of Trust as evidence of the existence of the trust and is specifically relieved of any obligation to inquire into the terms of this agreement or the authority of my Trustee, or to see to the application that my Trustee makes of funds or other property received by my Trustee. The term of the trust is based on the life of one or more individuals.
- 8. The trust has not been revoked, modified or amended in any way that would cause the representations in this Certification of Trust to be incorrect. The trust currently owns or is anticipated to own the real property described in composite Exhibit A to this Certificate, the legal description of which is incorporated into this Certificate by reference.
- During the lifetime of either of the Grantors, James A. Smithson, Sr. and Margie
 Smithson have the beneficial right to use, occupy, and reside in any real property described in Exhibit A.

James A. Smithson, Sr., Trustee

Margie C. Smithson, Trustee

STATE OF MISSISSIPPI)
) ss
COUNTY OF HINDS)

On this day, November 14, 2012, before me personally appeared James A. Smithson, Sr., as Trustee, personally known to me (or proved to me on the basis of satisfactory evidence) to be the individual whose name is subscribed to the foregoing trust agreement, and acknowledged that he executed the same as his voluntary act and deed for the purposes therein contained.

Witness my hand and official seal.

[Sealt OF MISS/85]

ID # 95804

My commission expires:
Commission expires:
Commission expires:
March 24, 2014

STATE OF MISSISSIPPI) ss.
COUNTY OF HINDS)

On this day, November 14, 2012, before me personally appeared Margie C. Smithson, as Trustee, personally known to me (or proved to me on the basis of satisfactory evidence) to be the individual whose name is subscribed to the foregoing trust agreement, and acknowledged that she executed the same as her voluntary act and deed for the purposes therein contained.

Witness my hand and official seal

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Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION

Parcel 1:

Lot 242, AREA 12, SNOWDEN GROVE P.U.D as located in Section 3, Township 2 South, Range 7 West, DeSoto County, MS, as shown on plat of record in Plat Book 94, Pages 49-50, in the Office of the Chancery Clerk, DeSoto County, MS.

Property more commonly known as: 3187 Amanda Belle, Southaven, MS 38672.

Parcel 2:

Lot 3, Mason Heights Subdivision situated in Section 29, Township 1 South, Range 6 West, DeSoto County, Mississippi as recorded in Plat Book 24, Page 1 in the Office of the Chancery Clerk of DeSoto County, Mississippi described as BEGINNING at a point in the North line of Brooksberry Cove (East) 195.5 feet East of the East line of Brooksberry Road as measured along the north line of Brooksberry Cove (East); thence North 20 degrees 44 minutes 49 seconds East along the East line of Lot 2, 117.82 feet to an iron pin; thence East 90.0 feet to an iron pin; thence South 84 degrees 17 minutes 29 seconds West along the north line of Lot #4 a distance of 100.2 feet to a point in the East end of Brooksberry Cove (east); thence Northwestwardly along the North line of Brooksberry Cove (East) along a curve to the left having a radius of 50 feet, a distance of 55.45 feet to the point of beginning.

Parcel 3:

Lot 132, Section D, Deerchase Subdivision, situated in Section 4, Township 2 South, Range 7 West, as shown on plat of record in Plat Book 82, Page 27 in the Chancery Clerk's Office of DeSoto County, Mississippi.

Being the same property conveyed to Grantor(s) of record in Deed Book 490 Page 68, of record in the office of the Chancery Clerk's Office of Defice County, Mississippi. By way of explanation, Patricia G. Cook, fixmally known as Patricia Gregory, is new known as Patricia G. Moore by virtue of her marriage to William Glenn Moore. Spouse of the said Patricia G. Moore, does not join in this conveyance as he has never occupied the subject property as a marital home or otherwise.